

Theya Kanagaratnam
2316 Lakeshore Avenue, #16
Oakland, CA 94606
510-356-5776
theyak101@yahoo.com
Pro Se Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

Theya Kanagaratnam,

Case No. 3:23-cv-02637-JD

Plaintiff,

VS.

CENLAR FSB.

Judge: Hon. James Donato

Defendant.

PLAINTIFF'S RESPONSE TO ORDER TO SHOW CAUSE

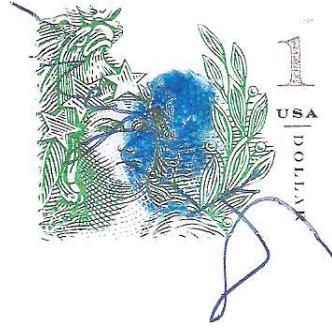
As per Plaintiff's filing on November 14, 2023 (Docket Document #40) after having Detected Additional Problems with the Contract, the NOTE and Accounting, Plaintiff re-opened the Administrative Process and launched a Forensic Audit. Plaintiff is currently in the middle of this Administrative Process and doing Due Diligence as Per EXHIBITS A, B & C and expects this process to take another 60-90 days before a resolution can be reached. During the initial-step of this multi-step process as per Docket #40, Exhibit A, Defendant was asked to supply Plaintiff with a copy of the accrual GAAP Accounting including debit and credit accounts, [assets and liabilities] and all off-balance sheet liabilities and income accounts and the accounting from

1 REMIC's per UCC § 9-210. However, Defendant has only provided a copy of the Accounts
2 Receivable Accounting and has concealed all other entries. By IRS rules, Defendant is required
3 to use Accrual Accounting Methods and NOT Cash Accounting Methods. Plaintiff further
4 requested Defendant the CUSIP and Defendant refused to provide it for the 1099-OID. Neither
5 the Defendant nor its so-called Principal, that the Defendant claim to be an Agent of, has provided
6 all the Accounting Documents, CUSIPs and other related Documents. NOTWITHSTANDING
7 Plaintiff is proceeding with the necessary steps and is in the process of acquiring the CUSIPs
8 from a broker for both the NOTE and this case as an interpleader. Plaintiff, therefore, asks this
9 court and the Honorable Judge to put this case on hold until this process is complete.
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13 Dated: January 18, 2024

14 Signed: 
15 Theya Kanagaratnam
16 Pro Se Plaintiff
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EXHIBIT A



FROM:

THEYA KANAGARATNAM
On the county at Large, alameda
Non-Domestic
c/o 2316 Lakeshore Ave #16
Oakland, California [94606]

TO:

CITIBANK
c/o Mark Mason, CFO
388 Greenwich St.
New York, NY 10013

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4452

CC:

CENLAR FSB
c/o David Schneider, CFO
425 Phillips Blvd.
Ewing, NJ 08618

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4445

National Default Servicing Corporation
c/o Connie Hernandez, Deandre Garland
7720 North 16th Street, Suite 300
Phoenix, AZ 85020

CERTIFIED MAIL RESTRICTED DELIVERY
7022 2410 0000 3631 4131

DATE: January 16, 2024

RE: NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE

IN REPLY TO: ACCOUNT NO.: 106091318334000, CFU-H-NO-000-WT, 09/27/2006

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC §§ 1-201(b) (1) (2) (3) (24) (25) (26) (27)

PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202, § 1-203

**FRCP Rule 36 "Request for Admission"
18 USC § 1001 "False Statements"
Silence is Acquiescence**

CONTRACT TERMS AND CONDITIONS

Plain-simple-English & Plain-Simple-Counting-Systems [Cash Accounting].

Robert's Rules of Order apply [In plain language to aid your understanding]; Attorney and or Agents with significant control and authority

Greetings,

I hope this **NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE** finds you well and good stead.

I am contacting you because on October 03, 2006 I received your correspondence called "Home Equity Line of Credit DEED OF TRUST" (Hereinafter "Offer").

As you likely know, one of the foundational principles of contract is "certainty of terms". Therefore, before I can accept your Offer, I need clarification of terms, please.

I would like to settle matter as soon as possible, please. Therefore, I am sending you the questions below.

Please answer the questions below relating to your Offer and return the answers to me by mail within **Fourteen (14) Days** from the date of this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE.

If you need more time, or if you need any question restated, please make your request to me in writing at the address provided above.

Examination statement: In my Private and Public duties, I have examined your Offer.

In your Offer I have found errors (See Below FORENSIC EVIDENCE ANALYSIS): please stop and correct the errors to avoid possible mail fraud, possible fictitious use of language, pertaining to the fraud act (**18 USC § 1001**).
(See Exhibit B)

I am requesting you mail me a corrected Offer in a language I can comprehend. (See Below **SYNTAX ANALYSIS GUIDE**).

For me to safeguard you from **Jeopardy** please respond accordingly to these following questions:

1. Please confirm that you agree that this Notice is being presented to you in accordance with FRCP Rule 36 - Request for Admission: Sign here: _____ [Default answer: Yes]
2. Please respond, point-for-point, to any previously supplied Notices and forensic analysis and attach your response to this Notice. {Default answer: Agree that the Notices are true, correct, and not misleading}
3. Are you aware that federal law provides for imprisonment and/or fines for making any materially false, fictitious, or fraudulent

statement or representation whether in person, in writing or via mail? YES OR NO. Please give your answer here: _____
[Default answer: Yes]

4. Provide Evidence and Proof that the Offer does not make false, fictitious, fraudulent, and misleading statements thus possibly violating; **15 USC § 1692e(2A)** and/or **18 USC § 1001**. (Please see **Exhibit A**) Please give your answer here:

5. Is the Offer an attempt to contract with me, in personam, or the legal fiction, nom de guerre/idem sonans? Please give your answer here: _____ [Default answer: Nom de guerre/idem sonans]

6. Regarding the Offer, which dictionary and styles manual are you using? Please give your answer here:

7. Which language are you using on your Offer? Please give your answer here: _____

8. Provide evidence and proof that in sending the Offer via the United States Postal Service does not constitute a mailing of a fraudulent claim and/or committing mail fraud.
Attach your evidence to this contract.

9. Provide evidence and proof that my reply via the United States Postal Service does not bring you under the rules, regulations, and guidelines of the Universal Postal Union. **See Presentment Post Manual, Edition by J. Campbell, 2014/2015**. Attach your evidence to this contract.

10. Do you have a UCC-1 lien on the Note or the property? Yes or No: _____ [Default Answer: No]

If yes, what is the filing number for the UCC-1: _____

11. What is the name and type of the account as the source of the credit for the loan? What bond was the source of the future-labor-interest deposit for the book entry credit for the account? Is there a CUSIP behind the bond that funded this account? If yes, what is the CUSIP? **See 31 CFR § 363.6**. Attach your evidence of the bank's transaction(s) for this contract.

12. If you extended my credit in exchange for Federal Reserve notes, please attach a copy of the MoneyNet Daily Transaction Log for the transaction as the cash receipt. Please attach the log with your response.

13. Is there one or more REMICs, Tranche's and/or CDO's behind the Note? If yes, who is/are the Trustees and/or the Nominees. What is/are the CUSIPs? Is the Trustee/Nominee required to follow IRS Publication 1212, 938, and 550? If yes, please provide the IRS 1099

OID. Did you file the IRS 1099 A? If yes, did you send me a Notice that I abandoned the deposit of my property or did you assume that I abandoned the property and you embezzled the money due to me as a return to source?

14. If you answered no to the question above, was this a hard-money-loan? In other words, did you lend your own money? Yes or No? _____ [Default answer: No]

15. Did you disclose only the accounts receivable accounting and not the accounts payable/liabilities-side of the ledger? If yes, please provide the full accrual GAAP accounting and adjust the account. Did the property get moved to the off-balance sheet liabilities ledger? If yes please provide that GAAP accounting and answer the following question. Am I the creditor, beneficiary, equity title owner, and original owner, on the off-balance sheet liabilities ledger and due an offset for the accounting? If yes, please attach your accounting and provide the refund amount due. See UCC § 9-210.

[Default answer: Yes]

16. Did you supply me with the required 1099 OID in accordance with IRS Publications 1212, 938, and 550? Yes or No: _____ [Default answer: No]

17. Did you file the IRS 1099 A, and embezzle the money due to me as a return to source, and then failed to send a Notice to me that I allegedly abandoned the deposit? Yes or No: _____ [Default answer: Yes]

18. If yes, please attach a refund check with your response.

19. Produce the original Note and/or a certified copy of the front and back from the Holder of the Note and attach it with your response.

20. Do you intend to refuse to accept tender of a promissory note or bond as an obligation of the United States? Yes or No: _____ [Default Answer: Yes].

21. Please confirm that you agree that refusal of tender is discharge to the extent of the amount of the tender UCC § 3-603(b). Sign here: _____ {Default answer: Yes}

22. Who is the Real Party in Interest? _____

It is not my intention, nor has it ever been my intention to avoid paying any debt that I lawfully owe. In the Offer there is mention of required payment which I would like to settle IMMEDIATELY. What specie will you accept or lawfully require as payment? Please see **18 USC § 8 and then 31 USC § 3124** and **Article 1 Section 10** United States Constitution (see **EXHIBIT A**). Please provide your answer here: _____

I want to get this matter resolved lawfully as soon as possible. I will grant

you **Fourteen (14) days** from the date of this NON-NEGOTIABLE NOTICE OF CONDITIONAL ACCEPTANCE for your response on a point-by-point basis.

HOWEVER, BY YOUR FAILURE TO REPLY OR PROVIDE A RESPONSE POINT-FOR-POINT, according to the terms above, within the stated timeline, it will be presumed that you have accepted the Terms and Conditions as stated herein.

Specifically, you will be deemed to have agreed to the following: that you will reconvey the property to me and record all the proper documents at your cost and expense.

Specifically, you will be deemed to have agreed to the following: that in accord with the remedy from *Guaranty Trust v. Henwood*, 307 US 347 (1939) [Footnote 1,3] that I am the Creditor and you, as a fiscal agent of the U.S. Treasury Department, 12 USC § 266, are required to adjust the account, setoff, settle, and discharge the alleged debt in accord with HJR 192, PL 73-10, now codified at 31 USC § 5118(d)(1,2).

Specifically, you will be deemed to have agreed to the following: that no further payment is owed, that the outstanding debt has been discharged in full thereby reducing the account balance to \$0 zero. That you will remove negative credit reporting you have reported to the crediting agencies. That you will mail me a lien release. That you are accepting this NOTICE as a full accord and satisfaction.

Specifically, you will be deemed to have agreed to the following: that on my authorization herein, as the Trustor, you agree to be assigned as the Attorney In Fact, to contact any agency and instruct them to transfer the funds from my minor account, at 31 CFR § 363.6, to setoff and settle the entire balance due. That you will send me all the accounting and documents for the transfer process and the name and contact information of the Agent that completed the transfer.

Specifically, you will be deemed to have agreed to the following: that you shall transfer and convey the Note [not the property] to the United States Treasury Department, in accordance with 31 USC § 3113, to be used to redeem the Note and reduce the national debt on the condition that the obligation be cancelled and retired and not reissued by another "pull" from the minor account to settle the balance due. Then release the lien and return the property to me.

Specifically, you will be deemed to have agreed to the following: that you shall remove any acting Trustee or Nominee for nonfeasance. That you shall assign either me or an agent of my choice as the Trustee and the Attorney In Fact, with full power and authority to instruct any agent, trustee, partner, corporate officer or director, or other representative, owing a fiduciary duty with respect to the instrument to pay and perform. See UCC § 3-307.

Specifically, you will be deemed to have agreed to the following: that if you file any petition for court or arbitration, that it will be equity practices to perform the accounting only. That the equity court/arbitration shall issue an immediate Summary Judgement and Default Judgement against you and issue a punitive award of triple damages for failing or refusing to pay or perform as you are in Dishonor in Default and are estopped. That no BAR actor may represent you because they are not licensed by the State to practice law. In addition, that I, as the Interpleader under Dispute of Ownership of Funds, may petition the court that the 100% of the CUSIP Court Registry funds belong

to me.

Specifically, you will be deemed to have agreed to the following: that I may file a UCC-1 lien on the Note and the property as the collateral. That I am the source of the credit used to extend the credit. That you have no right to file a UCC-1 lien as you did not extend your own credit or money. That the UCC-1 lien stands superior to any equitable lien that you allege to have on the Note or the property. That you waive all defences and claims that the lien is bogus or frivolous.

Specifically, you will be deemed to have agreed to the following: that you shall accept payment in the form of either a promissory note and/or a bond, for full satisfaction and discharge of the loan to settle the account and close this commercial matter. That refusal of tender or dishonor of the note or bond is discharge to the extent of the amount of the tender and that no further payment is owed. That the outstanding debt has been discharged in full thereby reducing the account balance to \$0 zero. That you owe a refund for the tender if made in an amount over the account balance. That you will remove negative credit reporting you have reported to the credit agencies. That you will mail me a lien release, the Deed, and the Title. That you are accepting this NOTICE as a full accord and satisfaction.

Specifically, you will be deemed to have agreed to the following: that you agree to accept and pay the Bill in Equity, which is due upon receipt (7 days grace period for return mail), and will be mailed to you monthly, until such time that the balance due is satisfied. That any late or unpaid balance will include a non-settlement penalty of \$100, plus 24% compounding interest [2% per month]. That I reserve all rights in law and equity to collect on the amount due, including, but not limited to; a court action, transferring/conveying/selling the Bill In Equity to a debt collection agency, and/or sending you an IRS 1099 C - Cancellation of Debt.

Specifically, you will be deemed to have agreed to the following: that any court appearance by me will be by Special Appearance only, and not generally. That I have reserved all my rights without prejudice and without recourse. That I am the Principal Owner, Secured Party Creditor, and Real Party In Interest in relation to my estate. That by my Special Appearance, I am not there to argue the law, the facts, the jurisdiction, or the venue. That by my Special Appearance the only subject matter before the court will be to settle the account, setoff, and discharge the liabilities and close the account.

Specifically, you will be deemed to have agreed to the following: that if you file any court action in regard the subject matter that I may send Notice to the court to immediately rule on the matter, prior to my Special Appearance, and to issue an Order that the claim was already settled, and issue a Summary Judgement, based on your failure to either pay and/or perform and/or your failure/refusal to provide the court with the Notices served to you, by the evidence I submit to the court. That I may Notice the court to issue a Default Judgement and request an award of damages in accordance with the Bill in Equity submitted to the court. That I may file a UCC-1 lien against your bank accounts and property and you waive all defences and claims that said lien is bogus or frivolous. That I may immediately file a Writ of Execution against your bank account(s). That I may immediately perform a Real Property Levy Writ of Sale to sell your property to satisfy the judgement lien.

Specifically, you will be deemed to have agreed to the following: that you shall provide the IRS 1099 OID in accordance with IRS Publication 1212, 938,

and 550. That if you filed the IRS 1099 A you agree to provide a full refund on the grounds that you never sent me Notice that I abandoned the property. That if you fail or refuse to provide the 1099 OID or a refund, that I may file a tort claim against you. That the equity court shall issue an immediate Summary Judgement and Default Judgement against you. That by the court order I may immediately file a UCC-1 lien against your bank accounts and property and you agree to waive all defences and claims that the UCC-1 lien is bogus or frivolous. That I may immediately file a Writ of Execution against your bank account(s). That I may immediately perform a Real Property Levy Writ of Sale to sell your property to satisfy the judgement lien.

Specifically, you will be deemed to have agreed to the following: that you will file the appropriate Land Patent documents with the County Recorder and/or the Secretary of the Interior and pay to remove any liens or encumbrances that make me an obligor to pay property taxes. That you agree to file the Quit Claim Deed or Warranty Deed to transfer the Property to the trust of my choice.

Specifically, you will be deemed to have agreed to the following: that you will setoff, settle, and discharge all Home Owner's Association "HOA" fees and costs until the property is sold by the Trust. You agree to accept and pay the HOA presentment, which will be sent to you.

Specifically, you will be deemed to have agreed to the following: that you agree that for any attempt by you or your agent to foreclose on the property located at 2316 Lakeshore Ave, Unit 16, Oakland, CA 94606 (Hereafter referred to as the "Property") you agree to pay my fee of \$100,000.00 per response to you, and any attempt, notice, or presentment, made by you or your agent. That in the event of successful foreclosure by you or your agent, that you will pay me punitive damages in the form of triple damages for the market value of the Property, plus \$10,000.00 per day, plus all court and attorney's costs and fees until the Property is returned to me. That you agree to waive all jurisdiction and appeals. That I may immediately file a Tort claim against you in the U.S. Court of Federal Claims or the U.S. Court of International Trade as well as to file criminal charges against you with the F.B.I and the United States Attorney General for violating 15 USC § 1; Trusts in restraint of trade illegal and 18 USC § 371 Conspiracy to commit offense or to defraud United States.

Specifically, you will be deemed to have agreed to the following: that you shall not place me on E-Check or TeleCheck, or any other private reporting systems. If you do, you agree to pay me \$10,000.00 per day until you provide certified proof of the records being deleted and Notice of rescission and deletion to every Person who you have sent Notice to or who has accessed said records.

Specifically, you will be deemed to have agreed to the following: that you agree that for any attempt by you or your agent to foreclose on the property that I may file an ex relatione criminal complaint on behalf of the UNITED STATES and the UNITED STATES DEPARTMENT OF THE TREASURY against the Service Provider's CFO, the Bank's CFO, the (REMIC) Trustee, and all BAR counsel. That the court CUSIP bond funds belong to me as the Interpleader. That said ex relatione criminal complaint is not bogus or frivolous as you are in breach of fiduciary duty UCC § 3-307, have refused tender UCC § 3-603(b) and agreed to discharge the full amount, and are in violation of 15 USC § 1 "Trusts in restraint of trade, illegal; penalty," and 15 USC § 2 "Monopolizing trade a felony; penalty."

Sincerely,

Date: 01/16/2024
By: Theya K
Theya Kangaratnam, living woman
Beneficiary,
Lender,
Creditor,
Secured Party,
Real Party In Interest,
Without Prejudice,
Without Recourse,
d/b/a THEYA KANGARATNAM

EXHIBIT A

18 U.S. Code § 8 - Obligation or other security of the United States defined
The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and cancelled United States stamps.

(June 25, 1948, ch. 645, 62 Stat. 685.)

National Bank Currency = Promissory Notes.

Guarantee Trust of New York v Hendwood, 59 S. Ct. 847 (1933), 307 US 847 (1939), [Footnote 1, 3] 384, 485 holds that 31 USC 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring repayments in a greater number of dollars than promised. Since October 27, 1977 "there can be no requirement of repayment in legal tender either since legal tender was not loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit, i.e. an International Bill of Exchange." Or as otherwise stated; **NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFC COIN OR CURRENCY!**

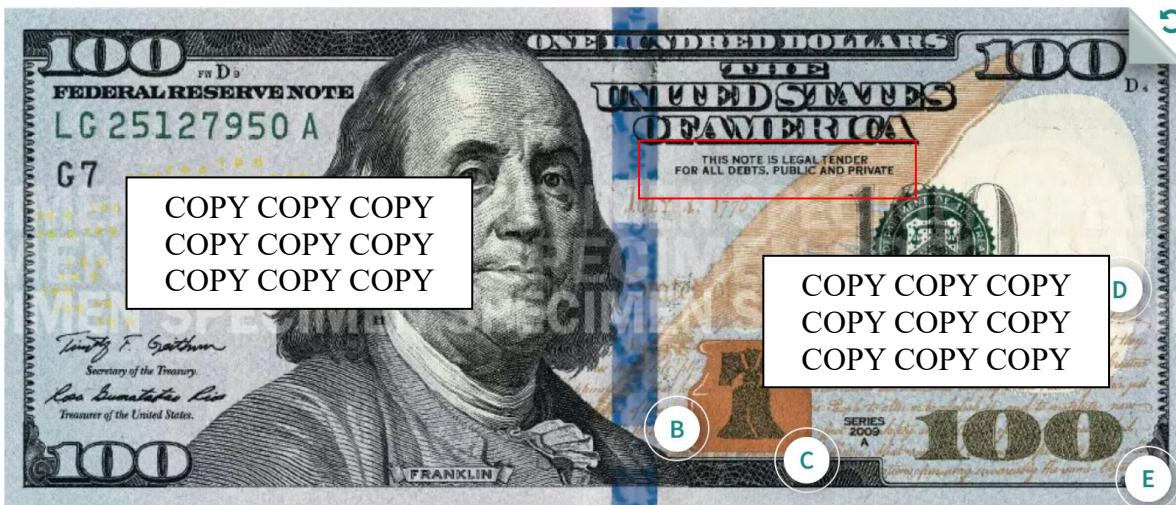
I OBJECT to the demand to pay only in Federal Reserve notes. See MacLoed v Hoover, 159 La. 244 (1925); "Federal Reserve Bank notes good for money, unless specifically objected to." See also 34 Am. Jur. 2d § 60518, 38 Am. Jur. 2d Gifts § 87 and the MoneyNet Daily Transaction Log, for the credit pulled from my minor account, 31 CFR § 363.6, for the conversion to Federal Reserve notes. Produce the Log and the IRS 1099 OID.

Proof of bankruptcy by the use of fiat currency - there is no money! See **UCC § 1-201(24) definition of "money" and the Affidavit of Walker Todd, Federal Reserve Bank of New York and Cleveland.**

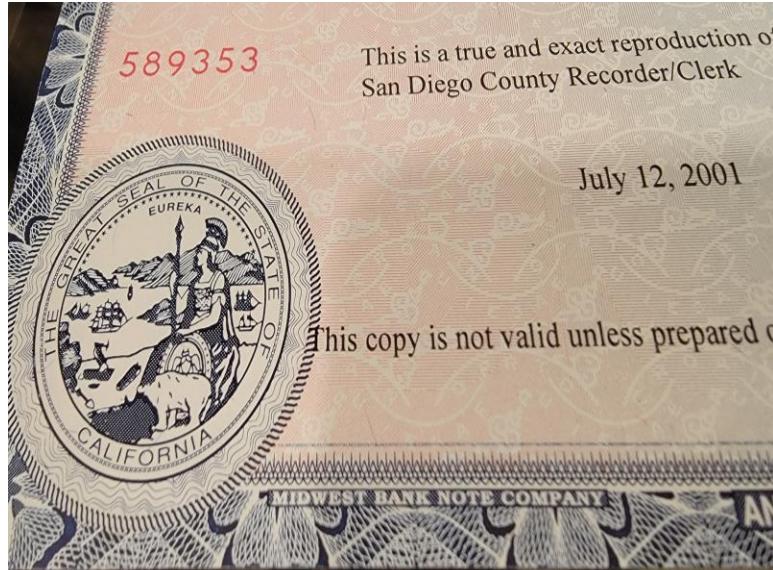
(24) "Money" means a medium of exchange currently authorized or adopted by a domestic or foreign government. The term includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more countries.



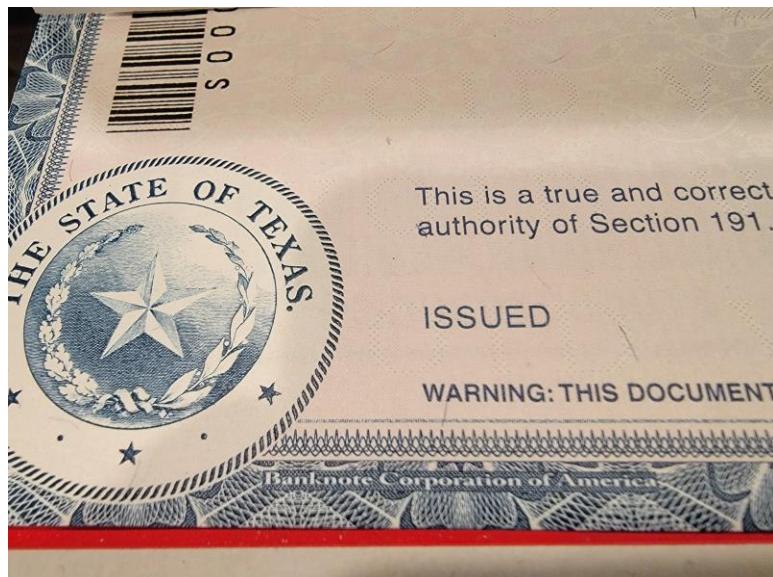
Demand Note, "Redeemable in Lawful Money at the United States Treasury Department or at Any Federal Reserve Bank"



Federal Reserve Notes, Legal Tender: Backed only by the "Full Faith and Credit" of the United States [14th Amendment U.S. citizen's Birth Certificate BankNote Bond, minor account at 31 CFR § 363.6, book entry credit]



California Certificate of Live Birth: "Midwest **Bank Note** Company"



Texas Certificate of Live Birth: "**BankNote** Corporation of America"

31 U.S. Code § 3124 - Exemption from taxation

(a) Stocks and **obligations** of the United States Government are **exempt** from **taxation by a State or political subdivision of a State**. The exemption applies to **each form of taxation** that would require the obligation, the interest on the obligation, or both, to be considered in computing a tax, except-

(1) a non-discriminatory franchise tax or another non-property tax instead of a franchise tax, imposed on a corporation; and

(2) an estate or inheritance tax.

(b) The tax status of interest on obligations and dividends, earnings, or other income from evidences of ownership issued by the Government or an agency and the tax treatment of gain and loss from the disposition of those obligations and evidences of ownership is decided under the Internal Revenue

Code of 1986 (26 U.S.C. 1 et seq.).

An obligation that the Federal Housing Administration had agreed, under a contract made before March 1, 1941, to issue at a future date, **has the tax exemption** privileges provided by the authorizing law at the time of the contract. This subsection does not apply to obligations and evidences of ownership issued by the District of Columbia, a territory or possession of the United States, or a department, agency, instrumentality, or political subdivision of the District, territory, or possession.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 945; Pub. L. 99-514, § 2, Oct. 22, 1986, 100 Stat. 2095.)

Article 1 Section 10 United States Constitution

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; **make anything but gold and silver Coin a Tender in Payment of Debts**; pass any Bill of **Attainder**, ex post facto Law, **or Law impairing the Obligation of Contracts**, or grant any Title of Nobility. No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing its [sic] inspection Laws: and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Control of the Congress. No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

31 CFR § 363.6 Minor and Minor Account

Minor means an individual under the age of 18 years. The term minor is also used to refer to an individual who has attained the age of 18 years but has not yet taken control of the securities contained in his or her minor account.

Minor account means an account that a custodian controls on behalf of a minor, that is linked to the custodian's primary account. (See §§ 363.10 and 363.27 for more information about minor accounts.)

UCC § 3-305 Defenses and Claims in Recoupment

(a) Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;

(2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and

(3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action is brought.

(b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.

(c) Except as stated in subsection (d), in an action to enforce the obligation of a party to pay the instrument, the obligor may not assert against the person entitled to enforce the instrument a defense, claim in recoupment, or claim to the instrument (Section 3-306) of another person, but the other person's claim to the instrument may be asserted by the obligor if the other person is joined in the action and personally asserts the claim against the person entitled to enforce the instrument. An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

(d) In an action to enforce the obligation of an accommodation party to pay an instrument, the accommodation party may assert against the person entitled to enforce the instrument any defense or claim in recoupment under subsection (a) that the accommodated party could assert against the person entitled to enforce the instrument, except the defenses of discharge in insolvency proceedings, infancy, and lack of legal capacity.

(e) In a consumer transaction, if law other than this article requires that an instrument include a statement to the effect that the rights of a holder or transferee are subject to a claim or defense that the issuer could assert against the original payee, and the instrument does not include such a statement: (1) the instrument has the same effect as if the instrument included such a statement; (2) the issuer may assert against the holder or transferee all claims and defenses that would have been available if the instrument included such a statement; and (3) the extent to which claims may be asserted against the holder or transferee is determined as if the instrument included such a statement.

(f) This section is subject to law other than this article that establishes a different rule for consumer transactions.

12 USC & 266 State-chartered banks and other institutions as depositories of public money fiscal agents; duties

Banks, savings banks, and savings and loan, building and loan, homestead associations (including cooperative banks), and credit unions created under the laws of any State and the deposits or accounts of which are insured by a State or agency thereof or corporation chartered pursuant to the laws of any State may be depositaries of public money and may be employed as fiscal agents of the United States. The Secretary of the Treasury is authorized to deposit public money in any such institution, and shall prescribe such regulations as may be necessary to enable such institutions to become depositaries of public money and fiscal agents of the United States. Each

such institution shall perform all such reasonable duties as depositary of public money and fiscal agent of the United States as may be required of it including services in connection with the collection of taxes and other obligations owed the United States.

(Pub. L. 95-147, § 2(d), Oct. 28, 1977, 91 Stat. 1228.)

UCC § 3-311. ACCORD AND SATISFACTION BY USE OF INSTRUMENT.

(a) If a person against whom a claim is asserted proves that (i) that person in good faith tendered an instrument to the claimant as full satisfaction of the claim, (ii) the amount of the claim was unliquidated or subject to a bona fide dispute, and (iii) the claimant obtained payment of the instrument, the following subsections apply.

(b) Unless subsection (c) applies, the claim is discharged if the person against whom the claim is asserted proves that the instrument or an accompanying written communication contained a conspicuous statement to the effect that the instrument was tendered as full satisfaction of the claim.

(c) Subject to subsection (d), a claim is not discharged under subsection (b) if either of the following applies:

(1) The claimant, if an organization, proves that (i) within a reasonable time before the tender, the claimant sent a conspicuous statement to the person against whom the claim is asserted that communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to a designated person, office, or place, and (ii) the instrument or accompanying communication was not received by that designated person, office, or place.

(2) The claimant, whether or not an organization, proves that within 90 days after payment of the instrument, the claimant tendered repayment of the amount of the instrument to the person against whom the claim is asserted. This paragraph does not apply if the claimant is an organization that sent a statement complying with paragraph (1) (i).

(d) A claim is discharged if the person against whom the claim is asserted proves that within a reasonable time before collection of the instrument was initiated, the claimant, or an agent of the claimant having direct responsibility with respect to the disputed obligation, knew that the instrument was tendered in full satisfaction of the claim.

UCC § 3-601. DISCHARGE AND EFFECT OF DISCHARGE.

(a) The obligation of a party to pay the instrument is discharged as stated in this Article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

(b) Discharge of the obligation of a party is not effective against a person acquiring rights of a holder in due course of the instrument without notice of the discharge.

I HAVE ACCEPTED YOUR INSTRUMENTS. THEREFORE, I AM NOW THE HOLDER IN DUE COURSE.

UCC § 3-602. PAYMENT.

(a) Subject to subsection (b), an instrument is paid to the extent payment is made (i) by or on behalf of a party obliged to pay the instrument, and (ii) to a person entitled to enforce the instrument. To the extent of the payment, the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person.

(b) Subject to subsection (e) a note is paid to the extent payment is made by or on behalf of a party obliged to pay the note to a person that formerly was entitled to enforce the note only if at the time of the payment the party obliged to pay has not received adequate notification that the note has been transferred and that payment is to be made to the transferee. A notification is adequate only if it is signed by the transferor or the transferee; reasonably identifies the transferred note; and provides an address at which payments subsequently can be made. Upon request, a transferee shall seasonably furnish reasonable proof that the note has been transferred. Unless the transferee complies with the request, a payment to the person that formerly was entitled to enforce the note is effective for purposes of subsection (c) even if the party obliged to pay the note has received a notification under this paragraph.

(c) Subject to subsection (e), to the extent of a payment under subsections (a) and (b), the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person.

(d) Subject to subsection (e), a transferee, or any party that has acquired rights in the instrument directly or indirectly from a transferee, including any such party that has rights as a holder in due course, is deemed to have notice of any payment that is made under subsection (b) after the date that the note is transferred to the transferee but before the party obliged to pay the note receives adequate notification of the transfer.

(e) The obligation of a party to pay the instrument is not discharged under subsections (a) through (d) if:

(1) a claim to the instrument under Section 3-306 is enforceable against the party receiving payment and (i) payment is made with knowledge by the payor that payment is prohibited by injunction or similar process of a court of competent jurisdiction, or (ii) in the case of an instrument other than a cashier's check, teller's check, or certified check, the party making payment accepted, from the person having a claim to the instrument, indemnity against loss resulting from refusal to pay the person entitled to enforce the instrument; or

(2) the person making payment knows that the instrument is a stolen instrument and pays a person it knows is in wrongful possession of the instrument.

(f) As used in this section, "signed," with respect to a record that is not a writing, includes the attachment to or logical association with the record of an electronic symbol, sound, or process to or with the record with the present intent to adopt or accept the record.

UCC § 3-603. TENDER OF PAYMENT.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

DOES UCC § 3-307 APPLY IF YOU REFUSE TO PROCESS THE NOTE/BOND FOR FULL SATISFACTION AND TO SETTLE THE ACCOUNT?

UCC § 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY.

(a) In this section:

(1) "**Fiduciary**" means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument.

(2) "**Represented person**" means the principal, beneficiary, partnership, corporation, or other person to whom the duty stated in paragraph (1) is owed.

(b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker has knowledge of the fiduciary status of the fiduciary, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply:

(1) Notice of breach of fiduciary duty by the fiduciary is notice of the claim of the represented person.

(2) In the case of an instrument payable to the represented person or the fiduciary as such, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

(3) If an instrument is issued by the represented person or the fiduciary as such, and made payable to the fiduciary personally, the taker does not have notice of the breach of fiduciary duty unless the taker knows of the breach of fiduciary duty.

(4) If an instrument is issued by the represented person or the fiduciary as such, to the taker as payee, the taker has notice of the breach of fiduciary duty if the instrument is (i) taken in payment of or as security for a debt known by the taker to be the personal debt of the fiduciary, (ii) taken in a transaction known by the taker to be for the personal benefit of the fiduciary, or (iii) deposited to an account other than an account of the fiduciary, as such, or an account of the represented person.

FAILURE TO PERFORM WOULD CONSTITUTE RESTRAINT OF TRADE, WHICH IS COVERED BY:

15 USC § 1 Trusts, etc., in restraint of trade illegal; penalty

Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.

(July 2, 1890, ch. 647, §1, 26 Stat. 209; Aug. 17, 1937, ch. 690, title VII, 50 Stat. 693; July 7, 1955, ch. 281, 69 Stat. 282; Pub. L. 93-528, §3, Dec. 21, 1974, 88 Stat. 1708; Pub. L. 94-145, §2, Dec. 12, 1975, 89 Stat. 801; Pub. L. 101-588, §4(a), Nov. 16, 1990, 104 Stat. 2880; Pub. L. 108-237, title II, §215(a), June 22, 2004, 118 Stat. 668.)

18 USC § 371 Conspiracy to commit offense or to defraud United States

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.

If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.)

TAKE EQUITABLE NOTICE: Restraint of Trade claims are filed at the U.S. Court of Federal Claims or the U.S. Court of International Trade for restraint of trade.

26 USC § 7701(a)(1, 30) : Person Defined

(1) PERSON

The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation.

TAKE NOTICE: I am not an "INDIVIDUAL". That is a grantor trust, with the USAG as the common law trustee, 50 USC § 4312, and legal title owner of the estate.

(30) UNITED STATES PERSON The term "United States person" means—

- (A) a citizen or resident of the United States,
- (B) a domestic partnership,
- (C) a domestic corporation,
- (D) any estate (other than a foreign estate, within the meaning of paragraph (31)), and
- (E) any trust if—
 - (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and
 - (ii) one or more United States persons have the authority to control all substantial decisions of the trust.

EXHIBIT B

18 U.S. Code § 1001. Statements or entries generally (False & Fictitious Statements)

Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

15 USC § 1692e(2A)

(2) The false representation of—

(A)

the character, amount, or legal status of any debt

FORENSIC EVIDENCE ANALYSIS

See attached documents referenced herein. This FORENSIC EVIDENCE ANALYSIS is to help keep me and you from possibly entering into a business contract that could cause either of us to violate 18 USC § 1001; it is also for the Voidance of Perjury, or any misunderstanding by getting clarification on words, meanings, terms, grammar, syntax, sentence structure, order of operations, etc. PRIOR to entering into a contract to do business together. This FORENSIC EVIDENCE ANALYSIS is not to be interpreted as acceptance of your presentment. It is designed to get clarification PRIOR to us entering into any contract to do business together.

SEE ATTACHED ACCOUNT NO.: 106091318334000, CFU-H-NO-000-WT, 09/27/2006

SYNTAX AND FORENSIC ANALYSIS GUIDE

[:Syntax analysis guide to attached documents- for [co]rrection:]



FLAG OF THE CORRECT-SENTENCE-STRUCTURE-COMMUNICATIONS-PARSE-SYNTAX-GRAMMAR
WITH THE CONTRACTING-PERSONS OF A CONTRACTUAL-POSTAL-COPORATION

OAKLAND, California [94606]

In your reply, For the voidance of perjury, use Correct Sentence Structure Communications, Parse, Syntax, Grammar.

This FORENSIC EVIDENCE ANALYSIS is to help keep me and you from possibly entering into a business contract that could cause either of us to violate 18 USC § 1001; it is also for the Voidance of Perjury, or any misunderstanding by getting clarification on words, meanings, terms, grammar, syntax, sentence structure, order of operations, etc. PRIOR to us entering into a contract to do business together. This FORENSIC EVIDENCE ANALYSIS is not to be interpreted as acceptance of your presentment/offer. It is designed to get clarification PRIOR to us entering into any contract to do business together.

0. conjunction
- 1 adverb
- 2 verb (by modification)
- 3 adjective
- 4 pronoun
- 5 (pre)position
- 6 article
- 7 noun
- 8 past time
- 9 future time

For the claim of use quantum languages and violations by re-spondent:
law violations are with this claim:

Symbol use with the correction.

= a negative prefix (underlined section of a word) = NO = no contract.
ND = non-defined terms = non defined symbol = no contract.
NDG = a Nom De Guerre - fiction name, not correct full name, dead fiction.
// = B = Boxing = removed from page section = no contract.
VC = void continuum = double space/blank space area = No contract

POTENTIAL ADDITIONAL USC LAW VIOLATIONS

Law

FRCP 36: Request for Admission
FRCP 26-E: Closure
FRCP 9-B: Fraud by confession
Title 42: USCS 1986: Knowledge and Stop-Correct-Wrongs.
Title 18: USCS § 1001 & 1002: false-statements
Title 15: USCS § 1692E: Fraud & Misleading Statements
Title 15: USCS § 78 ~ ff: Penalty: \$25,000,000
Title 42: USCS § 1985-1: Conspiracy-Civil,
Title 42: USCS § 1985-2: Obstruction-evidence & Witness,

Title 42:	USCS § 1985-3:	Depriving Evidence & Witness,
Title 18:	USCS § 1961:	RICO
Title 18:	USCS § 242:	Coloring of the Laws = Ailing
Title 18:	USCS § 241:	Criminal-Conspiracy = tort
Title 18:	USCS § 3:	Criminal-Participation-Knowledge
Title 42:	USCS § 1983:	Personal Damages
Title 18:	USCS § 1512:	Obstruction of the Law
Title 18:	USCS § 1341:	Mail Fraud, Frauds and swindles
Title 18:	USCS § 1342:	Fictitious name or address
Title 18:	USCS § 241:	Conspiracy
Title 18:	USCS § 242:	Criminal Deprivation of Rights
Title 28:	USCS § 1359:	Loss of Jurisdiction by Collusion
Title 15:	USCS § 1:	Trusts in restraint of trade illegal
Title 15:	USCS § 2:	Monopolizing trade illegal
Title 18:	USCS § 371:	Conspiracy to commit offense or defraud United States

EXHIBIT B



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

Borrower(s): THEYA KANAGARATNAM *ND*

Property Address: 2316 LAKESHORE AV, 16, OAKLAND, CA 94606 (the "Property")

Credit Limit:	\$100,000.00
Index:	8.250%
Initial Margin (if applicable):	Not Applicable
Initial Daily Periodic Rate (if applicable):	Not Applicable
Initial ANNUAL PERCENTAGE RATE (if applicable): (The Initial Annual Percentage Rate will vary as the Index varies)	Not Applicable
Date the Initial Margin Ends and Regular Margin Begins (if applicable):	Not Applicable
Regular Margin:	0.500%
Regular Daily Periodic Rate:	0.023973%
Regular ANNUAL PERCENTAGE RATE: (The Regular Annual Percentage Rate will vary as the Index varies)	8.750% (Index +/- the Regular Margin)

Closing Costs, Paid by Citibank*

Appraisal Fee:	\$310.00	Recording Fees: Alameda County Recorder	\$34.00
Credit Report Fee:	\$2.00	City/County Tax/Stamps:	\$0.00
Flood Certification Fee (Finance Charge):	\$4.25	State Tax/Stamps:	\$0.00
Settlement or Closing Fee (Finance Charge): NASCO	\$350.00	Intangible Tax:	\$0.00
Abstract or Title Search Fee: NASCO	\$50.00	Document Stamp Tax:	\$0.00
Title Examination Fee:	\$0.00	Mortgage Registration Tax:	\$0.00
Title Insurance Binder:	\$0.00	Tax Certificate Fee:	\$0.00
Document Preparation:	\$0.00	Mortgage Taxes: Borrower Portion	\$0.00
Overnight/Postage Fee (Finance Charge):	\$0.00	Lender's Portion	\$0.00
Appraisal Recertification Fee:	\$0.00		
Total Closing Costs:	\$ 750.25		

*These charges are paid outside of the closing by Lender. However, if your loan is terminated within the first 36 months, with the exception of the Lender's Portion of the Mortgage Taxes and the Document Preparation Fee, you will be required to repay us all of these closing costs incurred on your behalf.

The undersigned Borrower(s), jointly and severally if more than one, agree to all of the terms and conditions of this Home Equity Line of Credit Agreement and Disclosure, which consists of 9 pages, and acknowledge receipt of a completed copy, along with the notice about Your Billing Rights. The date of this Agreement is the latest date next to a Borrower's signature.

Theya Kanagaratnam *TK*
THEYA KANAGARATNAM
Theya Kanagaratnam

10/03/2006

ND

See *Presentment and Acceptance*,
 Black's Law Dictionary v6
 • what is the "Remedy" - see 31 USC 5118(d)(1,2)

citibank®

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

1. DEFINITIONS: As used herein:

a) "Account" means the Home Equity Line of Credit Account opened under the Agreement.

b) "Agreement" means this Home Equity Line of Credit Agreement and Disclosure together with any modifications, amendments, replacements or substitutions thereto.

c) "Business Day" means any day other than a Saturday, Sunday or a federal holiday.

d) "Citibank" means Citibank, N.A..

e) "Credit Limit" means the maximum aggregate amount of the Loan Advances that may be outstanding at any given time pursuant to the Agreement.

f) "Draw Period" means the ten years from the date of the Agreement during which Loan Advances may be made.

g) "Index" means the highest Prime Rate as published in the Money Rates section of The Wall Street Journal from time to time. The Wall Street Journal is available at many newsstands and public libraries, or you may obtain copies from The Wall Street Journal, 200 Burnett Road, Chicopee, Massachusetts 01020. A Prime Rate is not necessarily the lowest or best rate available.

h) "Initial Pricing" means that your Agreement has an Initial Margin, Initial Daily Periodic Rate, and an Initial Annual Percentage Rate.

i) "Loan Advances" means amounts drawn on your Account pursuant to the Agreement by Home Equity Line of Credit checks, or in any other way Citibank allows, and advances by Citibank pursuant to the Agreement or Mortgage to protect the Property or Citibank's security interest in the Property, including but not limited to advances to maintain required insurance on the Property or to pay taxes on the Property.

j) "Mortgage" means the mortgage, deed of trust, deed to secure debt or cooperative security agreement which covers the Property which secures the Agreement.

k) "Property" means the property described in the Mortgage which secures the Agreement.

l) "Repayment Period" means the twenty years immediately following the Draw Period during which Loan Advances may not be made.

m) "You," "Your" and "Yours," whether or not the first letter of the word is capitalized, means each person who signs below as Borrower, jointly and severally.

Certain other terms are defined elsewhere in this Agreement.

2. PROMISE TO PAY: You promise to pay to Citibank the total of all Closing Costs (if indicated above that Closing Costs are paid by Borrower), all Loan Advances, together with Finance Charges at the applicable daily periodic rate, and any other fees, charges or other Finance Charges, all as provided for in the Agreement.

3. HOW FINANCE CHARGES ARE IMPOSED AND DETERMINED:

a) Finance Charges on Loan Advances at the applicable Daily Periodic Rate begin to accrue on the date the Loan Advance is posted to your Account. There is no grace period for repayment of your balance during which Finance Charges will not accrue. If there are any other Finance Charges payable under the Agreement, they will be dollar amounts itemized herein as Finance Charges and will be due and payable on the date of the Agreement.

b) The appropriate margin is added to the Index to determine the Annual Percentage Rate, which will be divided by 365 (366 in leap years) to determine the Daily Periodic Rate which will be applied to the balance on which the Finance Charge will be computed during your monthly billing cycle.

Source of credit
 31 CFR 363.6?
 minor account

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE



- c) The Index used for a billing cycle will be the daily Index rate published each Business Day.
- d) If your Account has Initial Pricing:
 - (i) The Initial Margin shown above will be in effect from the date of the Agreement until the Date the Initial Margin Ends and Regular Margin Begins shown above.
 - (ii) The Initial Annual Percentage Rate and the Initial Daily Periodic Rate, shown above, will be in effect from the date of the Agreement and can change each Business Day.
 - (iii) On the Date the Initial Margin Ends and Regular Margin Begins shown above, the Regular Margin shown above will go into effect. If the Index has not changed so as to affect the rate, the Regular Annual Percentage Rate and Regular Daily Periodic Rate shown above will then be in effect and can change each Business Day.
- e) If your Account does not have Initial Pricing:
 - (i) The Regular Margin shown above will be in effect from the date of the Agreement.
 - (ii) The Regular Annual Percentage Rate and the Regular Daily Periodic Rate will be in effect from the date of the Agreement and can change each Business Day.
- f) Any increase in the Annual Percentage Rate will result in an increase in the minimum monthly payment. The Annual Percentage Rate will not exceed 18%, no matter how much the Index increases.
- g) You will be sent statements on a monthly cycle which will reflect your Account activity and any amounts you owe Citibank. The amount of the Finance Charge in your statements will be calculated by multiplying the daily periodic rate for the day by the daily balance for your Account at the end of each day in the monthly billing cycle. The resulting Finance Charges for each day are totaled at the end of the statement period and disclosed on the statement as "Finance Charges - Interest". To determine the daily balance Citibank takes the beginning balance of your Account each day, adds any new Loan Advances and other charges, and subtracts any payments and credits. Late Fees, credit life insurance, if any, and unpaid Finance Charges will not be counted as part of the daily balance for purposes of calculating the Finance Charge.
- h) Payments are applied first to due and unpaid Finance Charges and other charges and then to the unpaid balance of Loan Advances.

4. FINANCE CHARGES NOT DUE TO DAILY PERIODIC RATE; CLOSING COSTS:

- a) If you retained a mortgage broker, the amount of the mortgage broker fee, if any, is a Finance Charge. The amount of the mortgage broker fee is determined by your agreement with your mortgage broker and is not required by Citibank or paid by Citibank.
- b) If you agreed to pay the Closing Costs for your Account, your Closing Costs include Finance Charges in the amounts shown on page one of this Agreement for the cost of flood and tax certifications, overnight courier fees, and the cost charged by Citibank's attorneys or closing agents to conduct the closing for your Account.

5. OTHER CHARGES: These are charges other than Finance Charges. These charges are not counted as part of your daily unpaid balance of Loan Advances for purposes of computing Finance Charges:

- a) There is a \$50 Annual Fee associated with your Account. This fee will automatically be charged to your Account in the same manner as a Loan Advance beginning on the first anniversary of your Account opening and annually thereafter.
- b) Late Fee. If Citibank does not receive the full amount of any monthly payment due within 15 calendar days of the due date, you will be charged a Late Fee equal to the greater of 6% of the overdue payment or \$5. However, you will not be charged a Late Fee on an unpaid Late Fee.

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE



- c) Overlimit Fee. If there is a Loan Advance which causes your Credit Limit to be exceeded, Citibank will charge you a \$29 overlimit fee. This charge will not be imposed on more than one transaction in any monthly billing cycle.
- d) Stop Payment Fee. If you request Citibank to stop payment on one of your Home Equity Line of Credit Checks, Citibank will charge you an \$8 stop payment charge per request.
- e) Returned Item Fee. If your payment is returned unpaid for any reason, Citibank will charge you a \$25 returned item fee.
- f) Early Closure Release Fee. If Citibank pays the closing costs to open your Account and, within 36 months of the date of this Agreement, you request that your Account be closed or take any other action which will result in a release of the Mortgage, you agree to pay an early closure release fee which will consist of all costs Citibank incurred to open your Account. These costs are disclosed as Closing Costs on the first page of this Agreement. The amount of this fee will be automatically charged to your Account in the same manner as a Loan Advance.
- g) Other Fees Disclosed in Agreement. Any charges imposed by Citibank, if any, in connection with your Account are disclosed above at the beginning of the Agreement and in Section 13 below.
- h) Other Fees Disclosed in Mortgage. You agree to pay any other fees or charges provided for in the Mortgage or otherwise provided for in the Agreement.
- i) Fee to Release Prior Lien. You may have to pay a fee to release a prior lien or security interest in the Property.
- j) You agree to pay any reasonable costs incurred by Citibank in connection with the enforcement of its rights and remedies under the Agreement and the Mortgage, including, but not limited to, any reasonable attorneys' fees and other collection costs.

6. **SECURITY INTEREST IN PROPERTY:** As security for the Agreement, you are giving Citibank a security interest in the Property located at the address shown above, which security interest secures all of your obligations under this Agreement and the Mortgage. This Property is more fully described in the Mortgage you will sign along with this Agreement. Collateral which secures other obligations to Citibank may also secure the Agreement.

7. **PAYMENT TERMS:** You agree to pay your monthly payments by the due date shown on your monthly statement. During the Draw Period, you agree to pay a minimum monthly payment, which will be shown on your monthly statement, and which will equal the sum of any past due or over Credit Limit amounts plus accrued and unpaid Finance Charges and other unpaid fees or charges imposed pursuant to the Agreement. Your paying this minimum monthly payment will not reduce the principal balance of Loan Advances which you owe Citibank, except to the extent over Credit Limit amounts are paid. During the Repayment Period, you agree to pay a monthly payment, which will be shown on your monthly statement, and which will equal the Finance Charges that have accrued on the outstanding balance for the billing period, plus principal equal to the greater of \$50 or 1/240th of your principal balance of Loan Advances as of the end of the Draw Period, plus the sum of the following amounts when applicable: past due amounts on your Account, amount owing in excess of your Credit Limit, Late Fees and other charges imposed pursuant to the Agreement. On the last payment due date of the Repayment Period, any remaining unpaid amounts owed Citibank will be due and payable. You may prepay your Account in whole or in part at any time without penalty, but if you request that your Account be closed or take any other action which will result in a release of the Mortgage, you may owe an early closure release fee as provided for in the OTHER CHARGES section. Loan Advances may not be drawn to make payments on the Account. Citibank may accept late payments or partial payments, even though marked "payment in full," without losing any of Citibank's rights under the Agreement.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

8. **TRANSACTION REQUIREMENTS:** You may draw Loan Advances during the Draw Period up to your Credit Limit if your Account has not been closed or suspended or your Credit Limit reduced to where further Loan Advances would not be permitted.

9. **TERMINATION OF ACCOUNT BY CITIBANK:** Citibank may close your Account, and require payment of the outstanding balance in full in a single payment, if:

- You fail to meet the repayment terms of the Agreement for any outstanding balance.
- There has been fraud or a material misrepresentation by you in connection with the Account.
- You take any action or fail to take any action which adversely affects the Property or Citibank's security interest in the Property, including but not limited to: a transfer of title to the Property or sale of the Property without Citibank's written permission; a failure to maintain any required insurance on the Property; failure to pay taxes on the Property; you permit the filing of a lien senior to that held by Citibank; the sole Borrower obligated on the Account dies; the Property is taken through eminent domain; a prior lien-holder forecloses; you commit waste or otherwise destructively use or fail to maintain the Property in a way that adversely affects the Property; there is illegal use of the Property which could subject the Property to seizure; one of two Co-Borrowers dies and Citibank's security is thereby adversely affected; or you move out of the Property and Citibank's security is thereby adversely affected.
- You are or become an "executive officer" of Citibank as defined in Federal Reserve Board Regulation O and Citibank determines to require payment in full to comply with federal regulation. *31 USC 5512(a)(2)(c)*

In addition to the foregoing, Citibank shall have the right to exercise any and all of its rights and remedies allowed by law or as set forth in this Agreement or in the Mortgage, including, but not limited to, the right to bring an action against you and the right to bring a foreclosure action against the Property.

10. **SUSPENSION OF ACCOUNT OR REDUCTION OF CREDIT LIMIT BY CITIBANK:** Citibank may prohibit additional extensions of credit or reduce your Credit Limit during any period in which:

- You or any of you request a suspension of the Account or reduction of the Credit Limit.
- The maximum Annual Percentage Rate is reached.
- The value of the Property declines significantly below the Property's appraised value for purposes of the Account. As an example, if the value of the Property declines such that the initial difference between the Credit Limit and the available equity (based on the Property's appraised value) is reduced by fifty percent, such an event would constitute a significant decline in the value of the Property.
- Citibank reasonably believes that you will be unable to fulfill the repayment obligations under the Agreement because of a material change in your financial circumstances.
- You are in default of any material obligation under the Agreement or Mortgage.
- Citibank is precluded by government action from imposing the Annual Percentage Rate provided for in the Agreement.
- The priority of Citibank's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit.
- Citibank is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.

If any of the above circumstances change during the Draw Period and you want to reopen your Account or increase your Credit Limit to the original Credit Limit, you must make such a request to Citibank in writing and pay any bona fide and reasonable appraisal and credit report fees actually incurred by Citibank to investigate whether the above circumstances continue to exist. If Citibank suspended your Account or reduced your Credit Limit as a result of your request, the request for reinstatement must be signed by all of you.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

15USC1 You agree that you will not attempt to obtain any additional credit extensions once you know that your credit privileges have been terminated or suspended. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under the Agreement.

11. OTHER CHANGES TO THE ACCOUNT: Citibank may change the Index and Regular Margin used under the Agreement if the original Index is no longer available, the new index has an historical movement substantially similar to that of the original Index, and the new index and margin would have resulted in an Annual Percentage Rate substantially similar to the rate in effect at the time the original Index became unavailable. Citibank may make a specified change to the Account if you specifically agree to the change in writing at that time. Citibank may make changes to the Account that will unequivocally benefit you throughout the remainder of the Account. Citibank may make insignificant changes in the terms of the Account, including but not limited to: changing the address to which payments are sent; minor changes to features such as the billing cycle date, the payment due date and the day of the month on which Index values are measured; changes in rounding practices within the tolerance rules allowed by applicable regulation; and changes to balance computation methods if the change produces an insignificant difference in the Finance Charge you pay.
12. PROMOTIONAL RATE OFFERS: At Citibank's discretion, Citibank may offer you a promotional rate (a promotional daily periodic rate and/or promotional margin). The period of time for which the promotional rate applies may be limited. Citibank will allocate your payments and credits to pay off balances at low promotional rates before paying off balances at higher periodic rates. Any promotional rate, the corresponding periodic rate, and the period of time during which it is in effect will be disclosed to you. Any promotional rate offer will be subject to the terms of the offer and this Agreement.
13. OPTIONAL CONVERTED BALANCE FEATURE FOR CERTAIN ACCOUNTS:

Option to Convert. Subject to the limitations described below, during the Draw Period and the first 15 years of the Repayment Period, you have the option to convert all or any portion of your Account balance to a fixed Annual Percentage Rate and Daily Periodic Rate for a fixed term. The Annual Percentage Rate does not include costs other than interest. Your exercise of your option to convert is subject to your meeting all of the conditions described below at the time that the fixed rate becomes effective.

Conversion Requirements. Each balance you convert to a fixed rate (the "Converted Balance") must be for a minimum amount of \$10,000.00. The aggregate unpaid amount of all your Converted Balances may not exceed \$500,000.00. However, Citibank may, in its sole discretion and without prior notice, allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00. Citibank's decision to allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00 for any fixed rate conversion does not obligate it to allow the aggregate unpaid amount of all your Converted Balances to exceed \$500,000.00 for any subsequent fixed rate conversion. Each Converted Balance may consist of any portion of the variable rate balance of your Account, any portion of any existing Converted Balance, or both. You may have outstanding a maximum of three (3) Converted Balances at any one time and you may not establish more than five (5) Converted Balances during the term of your Account. At the time of each conversion, you will designate the term for repayment of the Converted Balance. The term for repayment of the Converted Balance will be between 12 to 240 months, but must not exceed the last payment due date of the Repayment Period. You must sign all documentation requested by Citibank on a timely basis in order to effectuate a conversion to a fixed rate. Each conversion to a fixed rate will be effective on the first day of the monthly billing cycle that follows Citibank's receipt and processing of that documentation. You may not use your conversion option to establish a fixed rate for a new Loan Advance drawn on the Account. If you wish to authorize Citibank to pay your minimum monthly payments automatically from your checking or other authorized account, you must authorize Citibank to do so for all of your minimum monthly payments on all of your Converted Balances and the variable rate balance of your Account, and any cancellation or change with respect to that authorization will apply to all of your Converted Balances and the variable rate balance of your Account.

minor account, 31 CFR 363.6

Credit Limit. The portion of your Credit Limit that is available for other Loan Advances will be reduced by the aggregate amount of unpaid Converted Balances. As you repay the principal of each Converted Balance, your available Credit Limit will be replenished in like amounts, subject to the conditions that generally apply to your right to obtain Loan Advances under the terms of this Agreement.

Conversion Fees. We may charge you \$50 each time you elect to convert a portion of your Account balance to a fixed rate.

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE



Fixed Annual Percentage Rate and Daily Periodic Rate. The Annual Percentage Rate for each Converted Balance shall be fixed and will be determined based upon the value of a margin (the "Conversion Margin") and an index (the "Conversion Index"), which are described below. Citibank will add the Conversion Margin to the Conversion Index to determine the Annual Percentage Rate for the Converted Balance. The maximum Annual Percentage Rate that can apply to a Converted Balance is 18%. The Daily Periodic Rate for the Converted Balance will be equal to the Annual Percentage Rate for the Converted Balance divided by 365 (366, in a leap year).

Calculation of Periodic Finance Charges. The periodic Finance Charge on each Converted Balance for each monthly billing cycle will be calculated as follows. First, Citibank will determine the "daily Converted Balance" for each day of the monthly billing cycle. To determine the "daily Converted Balance," Citibank will take the beginning balance of the Converted Balance each day and subtract any payments and credits relating to that Converted Balance that are received that day. Late Fees, credit life insurance, if any, and unpaid Finance Charges will not be counted as part of the daily Converted Balance for purposes of calculating the periodic Finance Charge. Second, Citibank will multiply the daily Converted Balance for each day in the monthly billing cycle by the Daily Periodic Rate in effect for that day. This will calculate the periodic Finance Charge for each day in the monthly billing cycle. Third, Citibank will add together the resulting amounts, which will be the total periodic Finance Charge for the Converted Balance for the monthly billing cycle.

The Conversion Index. The Conversion Index is the 3-year Interest rate swap listed in the Board of Governors of the Federal Reserve System's Federal Reserve Statistical Release H.15 - Selected Interest Rates (Weekly), as most recently available on the effective date of the conversion to a fixed rate. This Federal Reserve publication can be found on the Board of Governors of the Federal Reserve System's internet web site at <http://www.federalreserve.gov> or may be obtained from the Board of Governors of the Federal Reserve System, Publications Services, 20th Street and Constitution Avenue, NW, Washington, D.C. 20551. If the Conversion Index or any replacement Conversion Index becomes unavailable, Citibank will select a new Conversion Index that will have a historical movement substantially similar to that of the unavailable Conversion Index, and the Conversion Margin will be changed so that the new Conversion Index plus the Conversion Margin will result in a new fixed rate that is substantially similar to the fixed rate that would have applied at the time that the unavailable Conversion Index became unavailable.

The Conversion Margin. The Conversion Margin for each Converted Balance shall be determined by us in our sole discretion based upon the term and rate available, at the time of each exercise of your option, for a comparable home equity loan offered by us to customers having line sizes, combined loan to value ratios and credit scores similar to you. A complete disclosure of the terms of that will apply to your Converted Balance shall be provided to you at the time of the conversion.

Minimum Monthly Payment. Your minimum monthly payment for each Converted Balance is the amount sufficient to repay the original principal balance of the Converted Balance, together with periodic Finance Charges at the applicable Annual Percentage Rate, in full in substantially equal monthly installments during the scheduled term for repayment of the Converted Balance. The entire outstanding principal balance of the Converted Balance, together with all accrued and unpaid Finance Charges and all other fees and charges relating to the Converted Balance, if not sooner paid, will be due and payable in full in a single payment on the last payment due date of the scheduled term for repayment of the Converted Balance. Citibank is not obligated to refinance this amount. The minimum monthly payment will not change by reason of the commencement of the Repayment Period. The minimum monthly payment is in addition to the minimum monthly payment that is due for the variable rate portion of your Account, as provided in Section 7 above, and will be due on the same payment due dates as are payments for the variable rate portion of your Account.

Conditions to Exercise of Your Option to Convert. Your right to exercise your option to convert is subject to your meeting all of the following conditions on the date that the conversion to the fixed rate is effective: (a) your Credit Limit must be for \$25,000.00 or more, (b) you must not be in default under any of the provisions of this Agreement and there may not be any defaults under any provisions of the Mortgage, (c) your Account and your right to obtain Loan Advances may not then be terminated or suspended.

14. **TAX IMPLICATIONS:** You should consult a tax advisor regarding the deductibility of interest (Finance Charges) and other charges under the Agreement.
15. **DELAY IN ENFORCEMENT:** Citibank may delay the exercise of Citibank's rights under the Agreement or Mortgage without losing them.

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE



16. PROPERTY INSURANCE: You agree to maintain insurance on the Property as provided for in the Mortgage. If Borrower fails to maintain property insurance, Citibank may obtain insurance coverage, at Citibank's option and Borrower's expense. Citibank is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Citibank, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Citibank under this Section shall be considered Loan Advances and become additional debt of Borrower secured by the Mortgage.

17. CREDIT INFORMATION: You understand and agree that Citibank may obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, Citibank will inform you if a report has been obtained and will give you the name and address of the agency that furnished the report. You also agree that Citibank may obtain and use credit reports and other information that Citibank has obtained in a lawful manner consistent with Citibank's privacy policies about you for subsequent solicitations or for any other lawful purpose.

18. FURTHER ASSURANCES: You agree that, upon Citibank's request, you will promptly execute, acknowledge, initial and deliver to Citibank any documentation Citibank deems necessary to replace or correct any lost, misplaced, misstated or inaccurate document signed by you at closing.

19. GOVERNING LAW: The Agreement will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Agreement will be governed by the law of the state where the Property is located.

20. DUE ON SALE: The Mortgage or Deed of Trust which covers the Property contains substantially the following provision: Due on Transfer Provision – Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Citibank's prior written consent, Citibank may, at Citibank's option, require immediate payment in full of all sums secured by this Mortgage or Deed of Trust. However, Citibank shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage or Deed of Trust. If Citibank exercises this option, Citibank shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage or Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, Citibank may invoke any remedies permitted by this Mortgage or Deed of Trust without further notice or demand on You. *(NDG)*

21. CHANGE IN NAME, ADDRESS OR EMPLOYMENT: You agree to notify us in writing of any change in name, address or employment.

22. NO WAIVER: Neither you nor Citibank shall be deemed to have waived any of rights, powers or remedies hereunder unless such waiver is embodied in a writing executed by either you or Citibank. The waiver by either you or Citibank of any breach or default by the other party to the Agreement in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.

23. NOTICES: All notices provided for in the Agreement shall be in writing and shall be deemed given (a) when delivered on a Business Day if delivered personally, (b) on the day after deposit with any overnight courier if such date is a Business Day, (c) three days after deposit in the United States mail, if delivered by certified mail, return receipt requested, postage prepaid and addressed to you at the address set forth on the first page of the Agreement or addressed to Citibank at the customer service address shown on your monthly statement.

24. INVALIDITY CLAUSE: If any provision of the Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of you and Citibank. In either case, the remainder of the Agreement shall continue in full force and effect.

HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE



YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

This notice contains important information about your rights and Citibank's responsibilities under the Fair Credit Billing Act.

Notify Citibank in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to Citibank on a separate sheet at the address listed on your bill. Write to Citibank as soon as possible. Citibank must hear from you no later than 60 days after Citibank sent you the first bill on which the error or problem appeared. You can telephone Citibank, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized Citibank to pay your Home Equity Line of Credit bill automatically from your checking or other authorized account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach Citibank three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND CITIBANK'S RESPONSIBILITIES AFTER CITIBANK RECEIVES YOUR WRITTEN NOTICE

Citibank must acknowledge your letter within 30 days, unless Citibank has corrected the error by then. Within 90 days, Citibank must either correct the error or explain why Citibank believes the bill was correct.

After Citibank receives your letter, Citibank cannot try to collect any amount you question, or report you as delinquent. Citibank can continue to bill you for the amount you question, including Finance Charges, and Citibank can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Citibank is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Citibank finds that Citibank made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If Citibank did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, Citibank will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Citibank thinks you owe, Citibank may report you as delinquent. However, if Citibank's explanation does not satisfy you and you write to Citibank within ten days telling Citibank that you still refuse to pay, Citibank must tell anyone Citibank reports you to that you have a question about your bill. And, Citibank must tell you the name of anyone Citibank reported you to. Citibank must tell anyone Citibank reports you to that the matter has been settled between you and Citibank when it finally is.

If Citibank does not follow these rules, Citibank cannot collect the first \$50 of the questioned amount, even if your bill was correct.



HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

AUTHORIZATION TO CHARGE ACCOUNT – AUTO-DEDUCT SERVICE

By signing below, you authorize Citibank to charge your account described below to pay the minimum amounts due Citibank under the above Home Equity Line of Credit Agreement and Disclosure.

Financial Institution Name:

Treasury Direct (31 CFR 363.6)

Address:

1500 Pennsylvania Avenue, Washington DC 20220

ABA Number:

N/A

Account type:

Checking

Money Market

Savings

Other

Account Number:

Thep Rg

01/16/2024

Authorized Signature Date

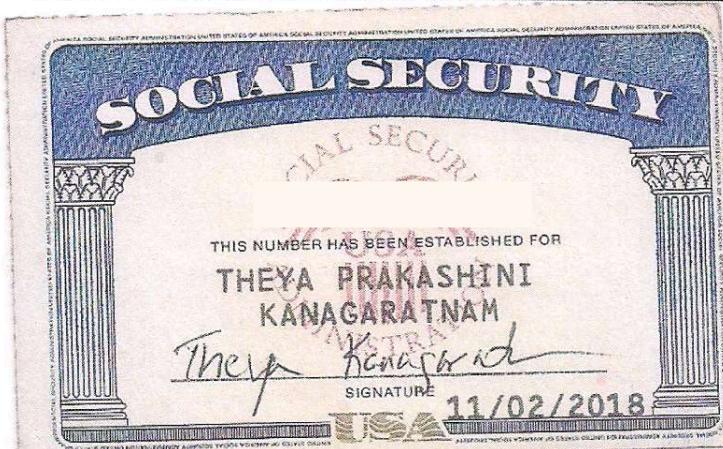
Authorized Signature

As an option and not a condition to the Agreement, Citibank has offered you the convenience of making payments using pre-authorized payments from a checking or savings account as described.

Your payment will be made automatically on your current due date from your account described above. If your due date falls on a weekend or holiday, your payment will be deducted on the last business day before your due date. If there are insufficient funds in your account, Citibank may debit your account for the payment when sufficient funds are available. Your payment will be made automatically at the minimum due amount, as indicated on your billing statement. Even after you enroll for the auto-deduct service, you should continue to make payments due under your statement until the auto-deduct service is in place for your Account.

Citibank reserves the right to cancel the auto-deduct service for your Account if there are insufficient funds in your Account for any three consecutive scheduled debits or if any payment is 60 days in arrears. Citibank also reserves the right to change the terms and conditions of this Auto Deduct Agreement after 21 days prior notice to you.

YOU MAY ATTACH A COPY OF A VOIDED CHECK OR PREPRINTED DEPOSIT OR WITHDRAWAL SLIP FROM THE ACCOUNT DESCRIBED ABOVE IN WHICH FUNDS ARE TO BE DEBITED FROM.



This card belongs to the Social Security Administration and you must return it if we ask for it.

If you find a card that isn't yours, please return it to:

Social Security Administration
P.O. Box 33008, Baltimore, MD 21290-3008

For any other Social Security business/information, contact your local Social Security office. If you write to the above address for any business other than returning a found card you will not receive a response.

Social Security Administration
Form SSA-3000 (08-2011)

When Recorded Mail To:

Citibank
Document Administration
1000 Technology Drive- MS 221
O'Fallon, MO 63368-2240

This Instrument Was Prepared By:

SHILPA PANSANIA
Citibank
P.O. Box 790017, MS 221
St. Louis, MO 63179
(800) 925-2484

Home Equity Line of Credit DEED OF TRUST

ACCOUNT NO.: 106091318334000

NDSC *NDG* ?
In this Deed, "You", "Your" and "Yours" means, THEYA KANAGARATNAM, A SINGLE WOMAN, of 2316 LAKESHORE AV.
16, OAKLAND, CA 94606, each person signing as trustor. "We," "Us" and "Our" means CITIBANK, N.A. (. The "Trustee" means
Verdugo Trustee Service Corporation or any successor appointed pursuant to Paragraph 26 of this Deed of Trust. The "Borrower"
means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date
herewith and in connection with this Deed of Trust.

STL *PT* *LLP*
The "Property" means the real estate, including the leasehold (if any), located at 2316 LAKESHORE AV, 16, OAKLAND, CA 94606
and having the legal description attached to and made a part of this Deed of Trust.

THIS MORTGAGE between You, Trustee and Us is made as of the date next to Your first signature below and has a final
maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The
maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may
not exceed \$100,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement
may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing
under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all
indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the Property to be executed to You and such
reconveyance is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement
or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the
security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any
future advances made by Us to Borrower (pursuant to Paragraph 16 of this Deed of Trust (herein "Future Loan Advances")) and, in
consideration of the indebtedness herein recited and the trust herein created, You hereby irrevocably grant and convey to Trustee, in trust,
with, if allowed by applicable law, power of sale, the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances,
rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas
rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of
Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or
development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a
part of the Property.

3
where is the Land Patent Rights?

Deed of Trust, continued

citibank®

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 2 THROUGH 6 FOLLOWING.

THEYA KANAGAPATNAM TK

10/03/2006

Trustor: THEYA KANAGAPATNAM

 Married Unmarried

Trustor: THEYA KANAGARATNAM

 Married Unmarried

NDG

 Married Unmarried

Trustor:

 Married Unmarried

Trustor:

 Married Unmarried Married Unmarried Unmarried

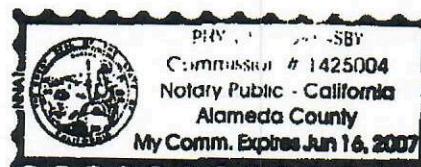
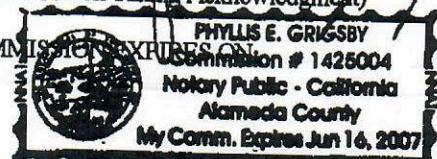
STATE OF CALIFORNIA
COUNTY OF Alameda

On 10/03/2006, before me,

personally appeared THEYA KANAGAPATNAM personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Person Taking Acknowledgment)



(Signature of Person Taking Acknowledgment Typed, Printed or Stamped)

You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust.

You and We covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Deed of Trust including, without limitation, that evidenced by the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Deed of Trust in such order as We may choose from time to time.
3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment.



Deed of Trust, continued

~~You shall make payments, when due, on any indebtedness secured by a deed of trust or other lien that is prior in right time to this Deed of Trust (a "Prior Deed of Trust"). You shall promptly discharge the lien of any Prior Deed of Trust not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to the Deed of Trust. You shall not enter into any agreement with the holder of a Prior Deed of Trust whereby such Prior Deed of Trust, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Deed of Trust without Our prior written consent.~~

4. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Deed of Trust.

If the Property is acquired by Us under Paragraph 14 of this Deed of Trust, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Deed of Trust covers a unit in a condominium project or planned unit development.

5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments. If this Deed of Trust is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Deed of Trust if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Deed of Trust to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Deed of Trust being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against net loss in addition to the other hazards for which insurance is required herein.

6. Protection of Our Security. If You fail to perform Your obligations under this Deed of Trust, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Deed of Trust (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.



Deed of Trust, continued

7. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. Any Trustor who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Trustor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Trustor's consent and without releasing that Trustor or modifying this Deed of Trust as to that Trustor's interest in the Property.

11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Deed of Trust shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of the Deed of Trust or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

12. **Severability.** If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.

13. **Due on Transfer Provision - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Deed of Trust. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Deed of Trust. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Deed of Trust without further notice or demand on You.

14. **Default.** If You breach any term in this Deed of Trust, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Deed of Trust and upon (a) expiration of the Agreement or (b) Your request, We shall release this Deed of Trust and You shall pay all costs of recordation, if any.

Deed of Trust, continued

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18. **Appointment of Receiver; Lender in Possession.** Upon acceleration under this Deed of Trust or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees and premiums on the receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. **No Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixture Filing.** This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Deed of Trust or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Deed of Trust, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

WCC

23. **Choice of Law.** The Deed of Trust will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Deed of Trust will be governed by the law of the state where the Property is located.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Deed of Trust.

25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Agreement exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Deed of Trust unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by Paragraph 14.

Who?

26. **Substitute Trustee.** We may, at our Option, from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

27. **Reconveyance.** After compliance with all requirements of the Agreement, We shall request the Trustee to reconvey the Property to You. Trustee shall reconvey the Property without warranty. You shall pay any fee legally charged by the Trustee for the issuance of reconveyance and all costs of recordation.

Deed of Trust, continued

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**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR DEED OF TRUST OR MORTGAGE**

We and You request the holder of any encumbrance with a lien which has priority over this Deed of Trust give notice to Us, at Our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Agreement secured by this Deed of Trust. The Agreement together with all other indebtedness and obligations secured by this Deed of Trust have been paid and performed in full. Trustee is hereby directed to cancel the Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all estate now held by Trustee to the persons legally entitled thereto.

Date: _____

SCHEDULE A

The following described real property in the City of Oakland, County of Alameda State of California:

Parcel One:

An undivided 4.2% interest as tenant in common in and to Tract 4135, filed April 2, 1979, in Book 110, Page 5, of Maps, Alameda County Records.

Parcel Two:

Unit 16, Building 2316, as shown on said condominium plan.

Tax ID: 023-0415-036

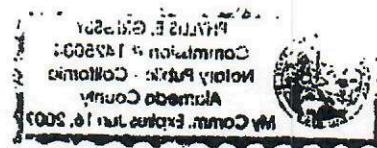
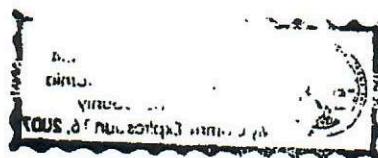


EXHIBIT C

AFFIDAVIT OF TRUTH

"Indeed, no more than (Affidavits) is necessary to make a *prima facie* case."
United States v Kis, 658 F2d, 526, 536 (7th Cir. 1981; Cert. Denied,
50 U.S.L.W. 2169; S. Ct. March 22, 1982)

That I, Theya Kanagaratnam TrustTM, a living breathing Female, being duly sworn, depose and say and declare by my signature that the following facts are true, correct, and complete to the best of my knowledge and belief.

That the Affiant is a flesh and blood Female and is a Secured Party Creditor in a collective capacity with other Secured Party creditor.

That, the Affiant's rights "... existed by law of the land antecedent to the organization of the State." (Hale v Henkel, 201 U.S. 43)

That, the Affiant's rights exist even in the light of the U.S. Bankruptcy' aka **The National Emergency** and that **includes the right of redemption**.

That, Affiant is "of the people" and is above the corporate government called State of CALIFORNIA/UNITED STATES OF AMERICA", operating in a **de-facto-bankrupt capacity/status**.

That, Affiant has the right to file a U.C.C. Financing Statement (UCC-1) with various amendments **to perfect a Security interest to initiate redemption as a matter of right**.

That, the Affiant has the right to file a Security Interest and Lien upon the property of the DEBTOR and in the DEBTOR's, name filed first in line and first in time, over and above the State of CALIFORNIA/UNITED STATES OF AMERICA and that all **property is exempt from levy**.

That the STATE OF CALIFORNIA/UNITED STATES OF AMERICA, cannot show nor provide a superior interest in said property, and/or Instruments upon the Security Agreement held by the Affiant (See for reference: Wynehamer v. People, 13 NY 378 (1856)).

That, the Affiant/Secured Party is flesh and blood and the corporate fiction/DEBTOR/: THEYA KANAGARATNAM TRUST Ens Legis as appearing upon any UCC filing is "artificial" and was created in the contemplation of law (commerce) AS THE TWO ARE NOT THE SAME, FOR ONE IS REAL, THE OTHER IS A FICTION.

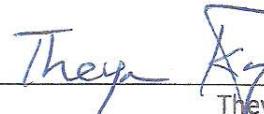
That, any discrimination, or injury cause by the STATE OF CALIFORNIA/UNITED STATES OF AMERICA and/or Agent(s) to recognize the distinct entities, the real one and the other "artificial" agrees to such injuries and to the **associated damages as established by the Affiant and the State, by and through its Agents by said agreement, is estopped from defense or rebuttal in the matter and AGREES that the Affiant may proceed by Tort for Damages**.

That, this Affidavit, if not rebutted point-for-point by any agent, representing **the State of CALIFORNIA/UNITED STATES OF AMERICA**, at any level, **in any matter**, within (15) days upon receipt, **then these facts stand as True in both the private and the public record.. AS TRUE**.

NOTE: Maxim of Law; 1; In Commerce-Truth is Sovereign. 2; For a matter to be resolved it must be expressed. 3; Point of Law; Silence equates to agreement.

Furth Affiant Sayeth Not.

By:



Theya Kanagaratnam

Trust Authorized Representative

Attorney-In-Fact

On Behalf of THEYA KANARATNAM TRUST, Ens Legis